



JANE D. HULL  
Governor

MARY E. PETERS  
Director

# ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007

19 November 1999



EDWARD D. WRIGHT  
State Engineer

E. JACK HAMMITT  
Joint Project  
Administrator

Mr. Terry Brennan, P.E.  
Project Manager  
Tonto National Forest  
2324 E. McDowell Road  
Phoenix, AZ 85010

Re: SR-87 near Sunflower  
Agreement: JPA 98-59  
Project No. STP-053-1(31)P  
New TRACS Number for this Work: H5076 01C  
Amendment No. 1

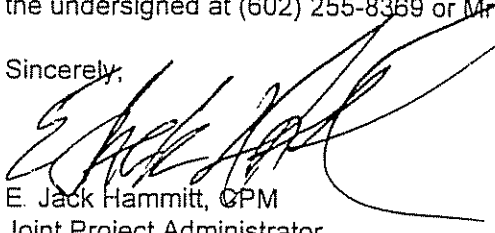
Dear Mr. Brennan:

As this project has developed, additional work and costs have been identified which exceed the amount in the agreement. To contractually address the additional work and funds, we may use this instrument as amendment no. 1.

Therefore, so much of paragraph I.3, II.1.c and II.2.b is amended from \$1,250,000.00 to read \$1,338,970.00. The work and cost estimates are outlined in the attachment hereto.

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Roehrich at 255-7215.

Sincerely,

  
E. Jack Hammitt, CPM  
Joint Project Administrator

Concur for Tonto National Forest:

By Thomas J. Clabunde

Date 12/3/99  
(date)

ADOT JPA No. 98-59  
Project No. STP-053-1(31)P  
TRACS No. 087 MA 218 H5076 001C  
Location Sunflower - MP 226, Seg. F

RE: Ammendment to JPA No 98-59 for a Total Cost of \$88,970

The following items of work are added to the mitigation requirements for the referenced Joint Project Agreement. The work will be paid for by ADOT and constructed by the Tonto National Forest Service.

Item 1 - Replace corral and water pipeline at NE 1/4, SW 1/4, Section 29, T7N, R9E.

Corral Materials - pipe, concrete, welding rods, etc.	\$2,000.00
5 ea. Rolls 1 in. Numex Pipe (500 ft. each)	\$1,250.00
3 ea. 195 gal. Powder River Troughs	\$ 975.00
Spring Box	\$ 500.00
Misc. Fittings & Valves	\$ 400.00
Labor	<u>\$9,100.00</u>
SUBTOTAL	\$14,225.00

Item 2 Reconstruct pipeline and spring at Slate Creek (SW 1/4 Section 16, T7N, R9E).

6 ea. Rolls 1 in. Numex Pipe (500 ft. each)	\$1,500.00
2 ea. 195 gal. Powder River Troughs	\$ 650.00
Spring Box	\$ 500.00
Misc. fittings and Valves	\$ 400.00
Labor	<u>\$6,650.00</u>
SUBTOTAL	\$9,700.00

Item 3 Replace Trees at Sycamore Creek and Lower Kitty Joe bridge sites. Per Logan Simpson Design inventory there are 303 willow, cottonwood and sycamore trees removed during construction.

303 Trees @ \$15.00 ea.	\$4,545.00
Labor	<u>\$6,000.00</u>
SUBTOTAL	\$10,545.00

Item 4 Misc. staging area fencing after contractor has finished construction. Temporary fencing to prevent livestock grazing on areas disturbed for staging areas. This work will be initiated following project completion.

Fence Materials (Posts, wire, etc.)	\$10,000.00
Labor	<u>\$13,500.00</u>
SUBTOTAL	\$23,500.00

Item 5 404 Mitigation requested by the Arizona Game and Fish. Relates to establishing water sources to Forest Service lands to establish storage tanks and springs to pasture lands from existing TNFS well sites.

1 1/2 in. Plastic Pipe - 1,500 lf.	\$ 750.00
Summersible Pump and Well Head Cover	\$1,200.00
2 ea. 5,000 gal. Storage Tanks	\$10,000.00
2 ea. 500 gal. Water Troughs	\$1,000.00
2 ea. 195 gal. Powder River Troughs	\$ 650.00
Connecting Pipe and Fittings	\$1,800.00
Spring Box	\$ 500.00
Backhoe & Crawler Tractor Rental (w/ Operator for 6 Days)	\$6,000.00
Labor	<u>\$9,100.00</u>
SUBTOTAL	\$31,000.00

<b><u>TOTAL</u></b>	<b><u>\$88,970.00</u></b>
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AG Contract No. KR98 0771TRN  
ADOT ECS File No. JPA 98-59  
Project: STP-053-1(31)P/H2306 02C  
Section: SR-87 near Sunflower

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE UNITED STATES DEPARTMENT OF AGRICULTURE  
TONTO NATIONAL FOREST

THIS AGREEMENT is entered into 9 July, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF  
AGRICULTURE, TONTO NATIONAL FOREST, acting by and through its Contracting  
Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by Cooperative Funds Act of 30 June 1914 (16 U.S.C. 498) and the Intergovernmental Cooperation Act of 1968, Title III, 31 U.S.C. 6501-6508, Pub. L. 90-577, as amended, Pub. L. 97-258, 13 Sept. 1982 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. Incident to a highway improvement project contemplated by the State on State Route 87, a portion of the existing roadway from MP 219.7 to MP 224.0 was previously constructed on Forest lands, and due to the current roadway project realignment will be abandoned back to the Forest Service. To rehabilitate the forest lands the Forest Service has agreed to design, construct and maintain a riparian education center, roadway pavement preservation, and provide the State's contractor bat habitat abodes for installation at Whiskey Springs bridge, and at an estimated cost of \$1,250,000.00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 22466  
Filed with the Secretary of State  
Date Filed: 07/09/98

Betty Bayless  
Secretary of State

By Dick V. Schoenwald

## II. SCOPE

### 1. The Forest Service will:

a. Provide design plans, specifications or such other documents and services required for construction bidding and construction of the Project.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s).

c. Be responsible for all costs associated with the Project over and above the State's contribution of \$1,250,000.00, and for any contractor claims for extra compensation due to delays or whatever reason.

d. Upon completion provide maintenance to the Project and related facilities.

e. No more often than monthly, invoice the State for the cost of the completed work on the Project, in the form of Exhibit A, in a total amount not to exceed \$1,250,000.00. Agreed upon costs will include all direct project costs and all project personnel costs for survey, design and administration costs.

### 2. The State will:

a. Require its contractor to install Forest Service provided bat habitat abodes at Whiskey Springs bridge.

b. Pay the Forest Service within 30 days after receipt and approval of an invoices, in a total amount not to exceed \$1,250,000.00.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Tonto National Forest  
Forest Supervisor  
2324 E. McDowell Road  
Phoenix, AZ 85010

8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE  
Tonto National Forest

STATE OF ARIZONA  
Department of Transportation

By Eddie Alford  
for CHARLES BAZAN  
Forest Supervisor

By William D. Wright  
for EDWARD D. WRIGHT  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 21st day of April 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the US Forest Service, Tonto National Forest, for the purpose of defining responsibilities for the design, construction and maintenance of a improvements on forest lands on SR-87 near Whiskey Springs bridge.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

JPA 98-59

DETERMINATION

Arizona Contract No. JPA 98-59, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES OF AMERICA, TONTO NATIONAL FOREST, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 8 day of June, 1998.

THE UNITED STATES OF AMERICA

By Derry Brennan





## STATE ROUTE 87 - SEGMENT F

## Sunflower Riparian Center and Access

## Project Cost Estimate

ITEMS	COST ESTIMATE
AC-30	96,270
Tack Coat	2,550
Apply Tack Coat	8,000
AR-ACFC	54,600
Mineral Ad. - AR-ACFC	1,620
Rubber Material (AR-ACFC)	51,150
AC(3/4") Mix	286,250
Mineral Ad.-AC(3/4")	9,720
Guardrail-Install/Remove	25,000
Road Obliteration	20,000
Fence	18,000
Cattleguard	10,000
Subtotal Roadway.....	583,160
Traffic Control	27,000
Mobilization	43,100
Erosion Control	5,400
Constr. Surveying/Layout	10,800
Contingencies/Slope Stabilization	54,000
Water	10,800
Striping/Signing	16,200
Total Roadway.....	750,460
Design	75,000
Contract Administration	75,000
Riparian Center	320,000
Inflation Factor	0
Bat Abodes	30,000
PROJECT TOTAL.....	\$1,250,000



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0771TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 1, 1998.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/13446

Enc.